# PART 2 OF 2

## **EXHIBIT A**

# SERVICES AND ADDITIONAL COMPENSATION TERMS

FC-5870, Operation Shield Video Surveillance Program

PRECINCT INFRASTRUCTURE DEVELOPMENT INITIATIVE

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## 1. Background

Through this RFP, the City is soliciting qualified proponents for the an infrastructure wireless mesh network design to support the zones and the design lays the foundation for future expansion of Operation Shield overall vision; deployment of the wireless mesh network; installation of cameras; and system integration services to support the full implementation of the Precinct Infrastructure Development Initiative. System Integration Services will include but not limited to the ensuring all services are operational within the zones and "fully integrated and meet technical specification" for optimal integration to the VIC.

The City of Atlanta (City), acting through its Police Department, are improving public safety within the City of Atlanta. In order to challenge the increasing demands on police to prevent, investigate and solve crime; the Atlanta Police Department (APD) and the Atlanta Police Foundation have established an important new weapon in its crime-fighting arsenal, the Operation Shield Video Surveillance Initiative. Operation Shield Video Surveillance Program is a three-pronged security communications program designed to positively impact *crime* prevention and emergency preparedness by bridging communication gaps between the Atlanta Police Department, the Atlanta business community and surrounding law enforcement jurisdictions. The Atlanta Police Department and Atlanta Police Foundation partnership aimed at linking communications between the APD, public and private security forces which creates a force multiplier and leverage existing assets.

The benefits of Operation Shield are:

- The real time sharing of information & information availability to first responders
- Reduce crime in identified high crime areas
- Improve overall response time and detention using preventive analytic tools
- Reduce threat detection/attack prevention

In September 2011 Atlanta Mayor Kasim Reed, Atlanta Police Chief George Turner, President and CEO of Atlanta Police Foundation Dave Wilkinson, unveiled the Operation Shield Video Integration Center. The Operation Shield integrated video surveillance system has significantly increased the Atlanta Police Department's coverage and awareness of what is happening on the streets of Atlanta. Through the Video Integration Center (VIC), APD officers have the ability to provide 24/7 surveillance of both public and private sector cameras using state-of-the-art "smart" analytical software, allowing for close coordination with Atlanta's E911 center for a timely and efficient response to criminal and suspicious activities on our city streets.

Operation Shield Video Surveillance Program is unique as the project seeks to leverage existing camera infrastructure installed by private entities throughout the city. The project will continue to grow as city and foundation officials work to bring in more public and private sector cameras to ensure a comprehensive and robust network. The program will eventually include thousands of cameras leveraging both wireless and fiber infrastructure throughout the city.

The VIC facilitates communication of real time video through the integration of CCTV system, OnSSI Occularius Video Management System. The program allows VIC Command Staff to access APD CCTV system as well as business members' CCTV system to monitor and review footage, assisting in response time and investigation on the members' property. The VIC creates a unified Camera Integration Center with an open platform, a physical security information management solution (PSIM) CIBERSecure cibersaure, allowing Atlanta Police to easily view stakeholder camera systems; capitalized on investments made by the private sector on camera systems; identify high crime areas and work with stakeholders in the area to install

cameras in those locations and eventually integrate camera locations into the Computer Aided Dispatch (CAD) to assist in emergency responses.

In Phase I of Operation Shield, City deployed a CCTV camera system and deployed a wireless mesh network infrastructure along with 17 cameras within the Atlanta Tourist District. The current locations are:

- 1. Peachtree Street and Ralph McGill Blvd
- 2. Peachtree Street and Andrew Young International Blvd
- 3. Peachtree Street and Auburn Avenue
- 4. Peachtree Street and Edgewood Avenue
- 5. Auburn Avenue and Piedmont Avenue
- 6. Peachtree Center Avenue and Ellis Street
- 7. Peachtree Center Avenue and Harris Street
- 8. Andrew Young International Blvd. and Courtland Street
- 9. Ivan Allen Blvd. and Williams Street
- 10. Marietta Street and Andrew Young International Blvd
- 11. Spring Street and Luckie Street
- 12. Marietta and Broad Street (at Broad Street Plaza)
- 13. Peachtree St. and Baker Street
- 14. Peachtree St. and Forsyth Street
- 15. Peachtree Center Avenue and Andrew Young International Boulevard
- 16. Harris and Courtland
- 17. Woodruff Park Waterfall

The overall vision of Operation Shield is to expand the State-of-Art Video Integration Center functionality and provide 24/7 surveillance with both Police Officers and Crime Analysts to provide the best-in-class "Real Time Crime Center" for the City of Atlanta and make Atlanta a safer city. To accomplish this strategic objective, future phases includes ground-breaking technologies such as preventive video and data analytics, facial recognition, vehicle tag recognition, gun shoot technologies, camera expansion, wireless mesh and fiber infrastructure expansion throughout the city, pushing video images to our first responders, continued integration of public and private camera systems, street car and traffic signal integration and integration with surrounding law enforcement jurisdictions.

As video surveillance centers expand across this country and abroad, many cities and countries consider, Operation Shield Video Surveillance as a city management tool for private and public businesses. As we expand our footprint within the Atlanta business community, business owners and citizens will have increased confidents in Atlanta Police Department and share in the awesome responsibility of keeping our streets safe for residents, workers, tourists and visitors alike.

## 2. Objective

The objective of Operation Shield is to expand its footprint within the Atlanta Police Department to Police Precincts (Zones): Zone 1, 3, 4, and 6. Below are the proposed Zone locations for the proposed wireless mesh infrastructure development:

#### Zone 1 - 2315 Donald Lee Hollowell Pkwy, NW

- o Joseph E Lowery @ Joseph E Boone
- Martin Luther King Jr. @ Joseph E Lowery Blvd
- o North Avenue @ Griffin Street
- o Joseph E. Lowery @ Sells Avenue
- o Joseph E. Boone @ Lanier Street

#### Zone 3 - 880 Cherokee Ave., SE

- Pryor road @ Amal Drive
- o Richardson Street @ Windsor Drive
- o Jonesboro Road @ Conley Drive
- o Rockwell Street @ Humphries
- Cleveland Avenue @ Beeler Drive

#### Zone 4 - 1125 Cascade Circle, SW

- o Alison Court @ Delowe Drive
- Camp Creek Parkway @ Princeton Lake Pkwy
- Lee Street @ White Oak
- o Oakland @ Princess
- Lee Street @ Oglethorpe

#### Zone 6 - 2025 Hosea Williams Dr. SE

- o Ponce de Leon @ Ponce de Leon Place
- o Glenwood Avenue @ Flat shoals Road
- Cherokee @ Augusta Avenue
- o Moreland Avenue @ Euclid Avenue
- o Moreland Avenue Caroline Street

#### Zone 5 Video Integration Center – 180 Peachtree Street

- Downtown Tourist District
- Piedmont Park

This initiative within the overall Operation Shield Program will standardize technology within each zone: video management system, camera installation, PSIM client, network backhaul connectivity, security and deployment/expansion of a wireless mesh network infrastructure which allows mobility and deployment of real time video to the patrol vehicles.

Atlanta Police Department working in conjunction with the Department of Information Technology has identified high crime areas within the Police Precincts (Zones) and a technology concept for the Zone integration within the Video Integration Center (VIC) respectively. The technology concept /designs specify that each Zone will operate as a mini-video integration center with APD Police Staffing. All Zones will be standardized on the OnSSI Occularius Video Management System that allows video monitoring of installed cameras within the Zone. All recording will be recorded locally on a DVR/NVR server. The video management system will be overlaid with a PSIM client that allows seamless camera integration, scalability, manageability

and CAD integration within the Precincts as well as allows APD the capability to view any zone from the VIC. The design includes standard security requirements and network backhaul connectivity to the VIC located at 180 Peachtree Street. The technology design lays the foundation for infrastructure development of an "open architecture" wireless mesh network and camera installation. The wireless mesh infrastructure should be designed to include but not limited to scalability, manageability, mobility, and incorporate the expansion of Operation Shield strategic objectives mentioned above for future phases of ground-breaking technologies which may be implemented within both the zones and the Video Integration Center. The wireless mesh infrastructure development will leverage existing City of Atlanta assets and other city owned building and structures.

Through this RFP, the City is soliciting qualified proponents for the an infrastructure wireless mesh network design to support the zones and the design lays the foundation for future expansion of Operation Shield overall vision; deployment of the wireless mesh network; installation of cameras; and system integration services to support the full implementation of the Precinct Infrastructure Development Initiative. System Integration Services will include but not limited to the ensuring all services are operational within the zones and "fully integrated and meet technical specification" for optimal integration to the VIC.

The system integration services will include working with the City of Atlanta Program Management Team, City Network Team and Third Party Proponents who will be coordinating the implementation of VMS, DVR/NVR server, PSIM client citers—, security services, and network services within the Zones and network backhaul to the VIC. Within the VIC, all video from each precinct (zone) will be displayed on demand within the VIC video wall using the PSIM solution. The system integration services will be accountable for (1)zone technology operations (wireless mesh to mini-video integration/Command Center are fully operational and meet technical specifications, i.e. bandwidth, noise environment, redundancy, mobility, and video images within the zone, etc.) and (2) throughput backhaul from the zones precincts to the Video Integration Center and (3) the zone video integration to the VIC using the PSIM solution to display video from each zone on the VIC video wall.

In general terms the selected proponent will provide the wireless mesh network design and deployment; camera installation and system integration services for the Precinct Infrastructure Development Initiative.

## 3. Proponent Requirements

City is not interested in receiving proposals from unqualified firms. Therefore, we respectfully request that only firms that meet the qualifications outlined in this section below please respond.

#### 3.1. Proponent Qualifications

The City is interested in reducing any risk associated with selecting an unqualified proponent. Therefore, we are not interested in receiving proposals from proponents that do not meet the following minimum requirements:

- Prime proponent must have been in business for a minimum of fifteen (15) years
- Prime proponent must have five (5) years of verifiable expertise delivering wireless mesh network and electronic security systems and services.

 Prime proponent must have in-house physical security professional certified engineer, software engineer/programmer and system architects with security software integration expertise.

#### 3.2. References

Proponents must include documentation in the response to support each of the items above.

- Proponent proposals must include at least two (2) verifiable customer references of Public Safety / Law Enforcement surveillance projects of similar size and scope to City.
- Proponent proposals must include at least two (2) verifiable customer references, which
  include evidence of software integration and the ability for simultaneous display of
  multiple sources of video including sources from mobile vehicles, helicopter or fixed wing
  aircraft.
- Proponent proposals must include at least two (2) verifiable customer references that support evidence that the proponent has deployed a wireless mesh network solution that allows for dynamic control over shared assets to deliver video intelligence, alert and alarms simultaneously to multiple departments/agencies based on threat levels and/or specific predefined response.
- Proponent proposals must include at least two (2) verifiable customer references that
  include evidence of dynamic configuration of the wireless mesh network in conjunction
  with a Command Control System using a Graphical User Interface (GUI) to meet the
  needs of changing security situations, including but not limited to visual display for
  emergency management, strategic and tactical event response.
- Proponent proposals must include at least two (2) verifiable customer references that demonstrate expertise in the design, configuration, implementation, and management of large scale wireless mesh networks.

## 4. Technical Scope of Work

Proponent will provide City with a quality proposal to complete the following technical scope of work based on the installation practices detail within the RFP and a formal walkthrough of all site locations.

- Precinct (Zone) Local Area Network (LAN) Integration & System Services

Proponent will furnish and install on behalf of the City of Atlanta Police Department multiple Precinct (Zone) Wireless Wide Area Network (WWAN) MESH and LAN Infrastructure equipment. Integrator will install and implement all supporting new and existing hardware. All inside and outside infrastructure LAN equipment will serve as a vehicle for transporting the video signals as part of the requirement of Operations Shields Program and Video Integration Center. Proponent is required to provide as part of their Network Engineering System components (Cameras, Network Interfaces, Network Protocol Criteria's, Project Timeline, System Drawings, Software licenses, Training, and Acceptance Criteria) as detail with the Scope documents.

Proponent is requested to design the capabilities of the Wireless Mesh Network to handling the initial size requirements of network components and the project foreseeable requirements of expansion of Radio Nodes, Cameras, and Storage.

Installation of the fully operational WWAN Mesh CCTV Surveillance Network is expected to implement within 6 Months of the awarded design and notice to proceed.

Proponent is responsible to arrange for & supply all necessary equipment/tools and permitting needed to complete the scope of work (i.e. lifts, ladders, drills, etc.). *Under no circumstances will the proponent be allowed to use any City owned equipment without prior permission.* 

#### City In-Scope Requirements

Owner will furnish:

- Provide a single Point of Contact (Project Manager) to manager Proponent needs and direction for the completing the scope of work and timeline.
- Will provide grant access to City of Atlanta pole locations and to facilities for the implementation and integration of the system design scope.
- Provide a listing of all current Operation Shield services and integration.
- Provide assistance and approval of testing and evaluation acceptance.

#### 4.1. Proponent Deliverables Requirements

Proponent price proposals will be based on a Firm Fixed Price contract with a Time and Materials option for additional services.

The Proponent shall furnish all labor, supervision, material, installation equipment, tools, and test equipment necessary to install and perform the test and certification requirements for all Wireless MESH Network System and Local Network infrastructure equipment. Upon completion of the project, the proponent shall provide demonstration of full functionality of scope network

capabilities of the Zone Local and Wireless System performance in according with the project scope of work documentation.

The proponent shall be responsible for:

- The Selected Proponent will be required to provide system integration services per the completion of the City' Precinct Integration Scope to ensure that the overall connectivity and operation from each Zone's wireless mesh network (external) and local CCTV monitoring equipment (internal) to the Video Integration Center and to ensure the video from each precinct (zone) can be displayed using the PSIM Solution on the VIC video wall with optimal imaging.
- All work performed is subject to review for 802.11 wireless standards compliance. Noncompliant work shall be noted as such by the proponent and signature review is required by the Project Manager to proceed with any work not in compliance with standards.
- Adhere to all zoning and code regulations in effect at the site and, consequently, obtain all municipal approvals, permits, licenses, etc., indentify to City of Atlanta's Project Manager any additional data needs to complete the operational mesh network system that are needed to advance the start of installation.
- Proponent shall provide all power infrastructure and power supplies equipment.
- Network drops for all cameras, recording workstations and monitoring devices.
   Termination and housing equipment (Enclosures / Cabinet) to support and protect network integrated devices
- Proponent shall provide interior and exterior conduit as required for a quality installation.
   All conduit fittings, electrical boxes and meters used in the high and low voltage installation shall be the National Electrical Code (NEC) standards.
- Proponent shall provide separate underground conduits for power and/or fiber optic cables to complete required mesh topology, if applicable.
- The design assumes a direct or aerial path to the Zone precincts buildings. All cores shall be seal properly in accordance to NEC standards.
- Furnish engineer design, charts, and manuals prior to system integration and installation. Detailing the project approach, testing, and acceptance evaluation.
- The Proponent shall provide for maintenance purposes completed integration of all network drawings, part lists, specification and manufacturers warranties, and workmanship criteria's.
- Proponent is required to provide two copies of post instructions and operation support of the completed project scope

#### 4.2. MESH Network System Requirements

Select Proponent is required to have on staff, either through the Prime and/or Sub-proponent two certified Firetide wireless personnel. Each of the two employees must have the FCMA certification (*Firetide Certified Mesh Administrator*) and at least one of the two certified personnel must have a current FCMP (*Firetide Certified Mesh Professional Certification*). Certification must be accompanied with Proposal response.

#### 4.2.1. Wireless Mesh Area Network Product Support Requirements

Proponent is required to design and integrated into Operation Shield Precincts Zone (1, 3, 4&6) a wireless video topology system to be: Mesh, Point-to-Multipoint, Point-to-Point, or a Combination and/or Hybrid of all three. The topology is required to self–healing and support full resolutions up to 30framer per sec from and through CCTV network.

Proponent shall conduct a survey of the Zone Cameras locations and properties to determine the network design of wireless signal repeats, WIFI enable uploading and downloading station, and monitoring control centers:

- The mesh router shall be a network enabled highly reliable system capable of distributed Ethernet switch functionality.
- Shall support a source base routing protocol.
- The mesh nodes shall have both indoor and outdoor models.
- The wireless mesh nodes shall be modular and not share any radios with access point functionality.
- The manufacturer shall provide one year warranty on the hardware.
- The wireless mesh nodes shall comply with all Ethernet transport standards.
- The wireless mesh nodes shall maintain the low latency, high capacity and distributed architecture with some nodes capable of acting as repeaters to support real-time video.
- The wireless mesh nodes shall provide the flexibility to utilize omni-directional, directional and specialized antennas, such as yagis when needed
- The wireless mesh shall provide the capability to set up new surveillance locations, and to relocate cameras when necessary.
- The wireless mesh nodes shall provide load balancing across multiple paths for maximum network capacity of the entire mesh.

#### A. Radio Requirements

- a. The mesh node shall support up to two radios dedicated for backhaul switching capability.
- b. The mesh nodes shall support 802.11a, 802.11b, 802.11g and the licensed 4.9 GHz band on the same physical hardware.
- c. The wireless mesh nodes shall support a maximum output power of 400 mW.
- d. The wireless mesh nodes shall support the following receive sensitivities
  - i. 2.4 GHz, DSSS 1 Mbps: -95 dBm; 11 Mbps: -88 dBm
  - ii. 2.4 GHz, OFDM 6 Mbps: -90 dBm; 11 Mbps: -73 dBm
  - iii. 5 GHz 6 Mbps: -90 dBm; 11 Mbps: -73 dBm
- e. The wireless mesh nodes shall provide ability to eliminate weak radio links in the network.
- f. The mesh nodes shall provide the ability to configure any channel (2.4, 4.9, 5.0 or greater).
- g. The wireless mesh nodes shall support dynamic frequency channel selection.

- h. The wireless mesh nodes shall support transmit power control (TPC).
- i. The wireless mesh nodes shall provide software control over the two radios for different radio configurations and topologies. The two radios could be combined together to form a logical single radio.
- j. The wireless mesh nodes shall provide the ability to recover neighbor radio nodes in different bands and frequencies.

#### B. Interfaces

- a. The mesh nodes shall support upto three 10/100BaseT Ethernet switch ports in outdoor models using environmentally sealed connectors.
- b. Indoor wireless mesh nodes shall provide four (4) 10/100BaseT Ethernet switch ports using RJ45 connectors.
- c. The outdoor mesh nodes shall support DC pass through on the Ethernet connectors.
- d. The wireless mesh nodes shall support 802.3af PoE standard and be able to power two devices that are capable of deriving power over Ethernet.
- e. The wireless mesh nodes shall provide a mix of radio and Ethernet interfaces over the routing domain.
- f. The wireless mesh nodes shall provide the ability to bridge multiple wireless networks using Ethernet.
- g. The mesh nodes shall support user defined & prioritized static routes to allow unidirectional flow between source node and destination node with zero or more intermediate nodes. Each static route on the Source Node can be assigned the following client traffic entering the Source Node and exiting at a Destination Node:
  - All client traffic,
  - All client traffic entering an Ethernet Port or
  - All client traffic with a particular VLAN
  - Static routes can be selected between any two source and destination nodes having max 10 hops between them. Static route should fall back to a dynamic route if the Static Route is down because of a down link.

#### C. Throughput Requirements

- a. The mesh nodes shall support up to 70 Mbps throughput in a bonded mode of operation with allowance for throughput degradation.
- b. The mesh nodes shall support up to 35 Mbps sustained throughput anywhere in the wireless network across multiple hops.
- c. The mesh nodes shall support low latency of the order of 1.5 msec per hop on an average and maximum of 2 msec per hop.

#### D. QoS Requirements

- a. The mesh nodes shall have simultaneous support for video, voice and data multi services.
- b. The mesh nodes shall support port based QoS and 802.1p standards based QoS.
- c. The wireless mesh nodes shall support VLANs and VLAN trunking.
- d. The wireless mesh nodes shall provide load balancing on alternate routing paths between source and destination MAC addresses.
- e. The wireless mesh nodes shall provide congestion control within the network.

#### E. Management Requirements

- a. The mesh network must support the management of all of the mesh network links the same network management interface providing system-wide diagnostics and alerts.
- b. The wireless mesh nodes shall provide management interfaces via HTTP, SNMP, and GUI.
- c. The management architecture shall be client-server architecture with multiple clients logging into the server.
- d. The management station shall provide statistics and alarms and events on a per radio basis.
- e. The hardware shall provide system status LEDs for power, mesh, and faults.
- f. The wireless mesh node shall support remote software upgrade ability.
- g. The wireless mesh node shall support telnet access.
- h. The management system will provide single integrated management for both wireless mesh nodes and access points.

#### F. Security Specifications

- The mesh nodes shall support user name and password security for all Ethernet and serial interfaces.
- b. The wireless mesh nodes shall support hardware based encryption.
- c. The wireless mesh nodes shall have the capability to distinguish between radios that are part of their network from radios that are not.
- d. The wireless mesh nodes shall support manufacturing based digital certificates on each node that authenticates with the network.
- e. The digital certificate mechanism shall have the ability to have user defined / signed certificates.
- f. The wireless mesh nodes shall have digitally signed firmware files.
- g. The wireless mesh nodes shall have the ability to lockout malicious users as they try to access the network.
- h. The wireless mesh nodes shall support 128 and 256-bit AES, 64/128 bit WEP, and 256-bit WPA2 encryption keys.
- i. The wireless mesh nodes shall support ESSID encryption.
- j. The mesh nodes shall support MAC address filtering.
- k. The hardware shall provide for physical security via a lockable mounting bracket.

#### G. Scalability Requirements

- a. The mesh nodes shall support mesh networks of up to 1000 nodes.
- b. The mesh networks shall provide the ability to have Ethernet interfaces as part of the routing domain to make use of the wire where it is available.
- c. The wireless mesh nodes shall provide the ability to connect multiple wireless mesh networks using Ethernet bridging.
- d. The wireless mesh nodes shall support multiple gateway interconnects for large networks and increased throughput.

#### H. Mobility Requirements

- a. The mesh nodes shall support the automatic and instantaneous connection and reconnection of mesh nodes to the network so that it instantly associates with the mesh network as it travels within range of another static or mobile mesh node.
- b. The mesh nodes shall support high-resolution, evidence-grade video from moving vehicles.

- c. The mesh nodes shall support mesh node mobility at high speeds with low handoff times between roaming nodes without dropping packets and introducing latency or jitter.
- d. The networks shall support 802.11client mobility across multiple Layer 3 domains.
- e. The mesh network shall maintain connections while moving at speeds greater than 90 MPH (145 KmPH) while supporting mobile real-time voice, streaming video or data at high speeds when roaming across multiple meshes.

#### I. Power Requirements

- a. All wireless hardware units shall support 90-240 VAC, 50/60 Hz, 0.9A.
- b. The hardware units shall support 16 VDC input at the same time.

#### J. Physical & Environmental Requirements

- a. The wireless mesh nodes enclosure shall be rugged NEMA 4X/IP67 rated for outdoor deployments.
- b. The wireless mesh nodes shall support optional surge suppression protection.
- c. The mesh nodes shall be plenum rated for indoor use.
- d. The outdoor mesh nodes shall have weather proof antenna connectors.
- e. The outdoor devices shall be pole and/or wall mountable (with low profile mounting).
- f. The outdoor mesh nodes shall provide an optional sunshield for environmental protection.
- g. The indoor devices shall be ceiling, or wall mountable.
- h. The wireless mesh nodes shall be ROHS & WEEE compliant.
- The outdoor units shall have the following environmental specifications
  - i. Operating temperature: -40°C to +60°C
  - ii. Storage temperature: -40°C to +85°C
  - iii. Humidity (non-condensing) 10% to 90%
  - iv. Storage humidity (non-condensing) 5% to 95%
  - v. Maximum altitude 15,000 feet (4600 meters)
- j. The indoor units shall comply with the following specifications
  - i. Operating temperature: 0°C to +60°C
  - ii. Storage temperature: -20°C to +70°C
  - iii. Humidity (non-condensing) 10% to 90%
  - iv. Storage humidity (non-condensing) 5% to 95%
  - v. Maximum altitude 15,000 feet (4600 meters)

#### 4.3. Camera Requirements

The City has provided pre-assemble Manufacture Camera Specifications from Anixter Corporation. Proponent is required to meet the minimum specifications of City selected Manufactures Partners. Proponent is expected to use **ONLY** the selected Manufacture.

Camera Type Outdoor	Panasonic	Sony
Fixed HD	COA-PFOD-KIT	COA-SFOD-KIT
PTZ HD	COA-PPOD-KIT	COA-SPOD-KIT
Indoor		

Fixed HD COA-PFID-KIT COA-SFID-KIT

#### 4.4. Camera Enclosure Requirements

The City has provided pre-assemble Outdoor NEMA Enclosure from Anixter Corporation. Enclosure at a minimum will accommodate the media converter, radio node, power supply, and video surge protection. Proponent is required to supply specifications under the Anixter Catalog Number and Description: **PWRBX-KIT.** Proponent is expected to use **ONLY** the selected Manufacture.

#### KIT INCLUDES:

- BLUE STROBE
- OUTDOOR ENCLOSURE
- MOUNT PANEL
- POLE MOUNT KIT
- UPS
- INDOOR MESH NODE
- 20 DEGREE ANTENNA
- ONSSI CAMERA LICENSE
- DSPAN-POEx2 POWER INJECTOR

System enclosures shall be metallic as specified under the Part number: ANIXTER PWRBX-KIT. All terminal devices to be used exterior environment shall be housed in an enclosure that meet the NEMA requirements for the protection and sealed against weather, cold, heat, dust, and dirt

All enclosures penetration shall be from the bottom unless the system design requires penetration from other direction. No penetration shall be made atop of the enclosures outdoor and/or indoor. Penetration shall complete from the interior to exterior and all exterior penetrations shall be sealed with rubber silicone sealant to preclude the entry of water or debris.

Enclosures cabinets, housing, boxes and fitting supporting the Wireless Mesh equipment shall have hinged doors or removable doors. NO mounted components shall free flowing or hanging within the enclosures. Proponent will ensure the ease of all wire connection, troubleshooting, and replacement to promote circulation of cooling and drying air around boards and network components.

No connectors used to terminate any wire or network cables shall be splice or employed by twisted connectors. No wire cables shall pass through an enclosure, junction box. All wall partitions should include appropriated conduit, sleeve or bushing. All wire and cable must be exit within or from a conduit.

## 5. Local Area Network Support Devices

Proponent is requested to complete transition of the Mesh Network to Local Network within the Zone's network communication closet.

The City has provided pre-assemble indoor rack assembly enclosure from Anixter Corporation. Enclosure at a minimum will accommodate the termination of the video media remission, converter, patch panel, power supply/UPS, and network LAN equipment. Selected Proponent (Prime and/or Subproponent) must be SYSTIMAX Solutions Certified to complete LAN installation and Integration.

## ANIXTER COA-IDF-KIT KIT INCLUDES:

- 1- DUAL HINGE WM CABINET
- 1-24 PORT PANEL
- 3- FACEPLATE
- 1- PDU, 500FT CAT 6 COMMSCOPE
- 5- CAT 6 3FT PC
- 6- CAT 6 JACK

Proponent shall provide all project cabling for the fully functional operational to the Video Monitoring Station (NVR/Server). Cabling installation shall meet or exceed the compliance to TIA/EIA 586B Category 6 industry standards. Data cable will be terminated on male RJ-45 connector's end-to-end.

The Proponent will install Fiber Optic cables (6 strands MM Laser optimized 62.5/ 125 micrometer) from the network closet head-end Monitoring Station (NVR/Server), if applicable. Fiber strands will be terminated using LC connector in accordance IEEE performance standards.

## 6. Testing and Certification Requirements

The selected proponent will be responsible for testing Wireless MESH Network functionality of Closed Circuit Television System installation within each Zone location to the Precinct's Command's monitoring location. The proponent will provide certificate of test results of the Wireless Mesh Radio Services (noise, frequency and bandwidth) and LAN installation.

## 6.1. Frequency Bandwidth and Noise Certification

Selected Proponents is required to adhere and provide certification documentation of mesh radios maintained within the requirements outline of the scope of work design. Proponent is requested to demonstrate using industry equipment and software to measure the acceptance bandwidth across all dynamic frequency channel selections.

Selected Proponent is required to provide the City of Atlanta upon completion of the wireless mesh network, documented charts and graphics of any and all network constraints, data packet rates and the impact of the transmission for each Zone's infrastructure.

#### 6.2. LAN Certification

Proponent is required to supply and install all cable management of the indoor and outdoor cable plant. Proponent shall adhere to all zoning and grounding specification under the Horizontal cable management s required under EIA/TIA standards.

Proponent will provide certified test results of the UTP copper data cables in accordance to Specifications govern under EIA/TIA568 (B) standards. All material supplied by contractor must meet this requirement, and support Category 6Enhanced (CAT 6E) at 250 MHz transmission rates

Proponent will provide (If Applicable) certified test results of the (Lazerspeed is 50/125) core/cladding diameters multimode optical fiber the optical fiber shall comply with ANSI/EIA/TIA-492AAAA. Each cabled optical fiber should meet the minimum graded performance specifications of table 17030-1.

Attenuation shall be measured in accordance with ANSI/EIA/TIA-455-46, -53, or -61. Information transmission capacity shall be measured in accordance with ANSI/EIA/TIA-455-51 or -30.

## 7. Project Closeout

The proponent shall provide all personnel, equipment, instrumentation, and supplies necessary to perform all testing of the Wireless Mesh System design scope and LAN installation

Proponent shall calibrate and test all equipment supplied in topology, verification of signal/control quality, cable installation operation, placement and integrated system equipment service test documents.

## 7.1. Performance Verification Testing

Prior to the Project Scope Design, Proponent shall demonstrate that the completed Engineer system design comply with the contract requirements. All physical and functional equipment and services requirements will documented per the Scope. Original copies of data produced during the performance testing shall be turned over to City of Atlanta Project Manager.

## 7.2. Scope Endurance Test

The System endurance test shall be conducted 24 hours per day for fourteen consecutive calendar days. The proponent shall make no repairs during this phase of testing authorized by the Project Manager. If the system design scope experiences no failures during the testing phase, the proponent may proceed to the Acceptance and Commission of the Scope of Work.

If system experiences a major failure(s) during the Endurance Test shall be stopped and rescheduled by the Project Manager. After necessary repairs and adjustment have being completed the project manager will declare ready for a second endurance test.

## 7.3. Commissioning

After the installation and acceptance test requirements has being completed Project Scope shall be commissioned. The City will take possession of the equipment and utilize it in accordance with condition described with the Design Scope of Work.

Outstanding work task and items that may exist, such as facility interfaces, project record drawing and/or in-process changes shall be documented and submitted to Project Manager. Documented work task shall be defined as punch list if critical items which do not have any

permitting effect of scope deliverables. Post commissioning of the task shall be approval as operations and maintenance.

Commissioning procedures will witness by the Program Manager and the Executive Stakeholder from APD. An operational function test will be demonstrated in which the equipment will shall function in the normal operational mode completely free of errors and interruptions of hardware and software. An operational function test will be demonstrated in which the equipment from the wireless mesh Zone Precinct and Video Integration Center shall function in the normal operational mode, completely free from error and interruption of both hardware and software.

A portable copy of the CD/DVD of the system database configuration shall be made once all users are programmed and all cameras and radio nodes within the Mesh Network have been programmed and set per the instruction of APD. This includes the motion detections, local recording settings, and radio frequency setting. The Zone CD/DVD shall have the printed label to indentify the Zone locations and the supported equipment.

#### 7.4. **Project Acceptance**

The System shall be ready for acceptance one week later per the completion of the Test and Commission have been completed and demonstrated. The City Program Manager and Technical Project Manager shall coordinate and obtain all dates for Final approval and Sign-off.

## 8. Warranty / Maintenance

The selected proponent should be willing to provide one year and multi-year warranty on the Wireless MESH Network and operability to perform and maintain project scope per the sign-off and acceptable approval.

The selected proponent should be willing to provide a one year and multi-year on the CCTV network interface equipment and software upon the acceptable approval of integration

Warranty of the Project Scope of Work will not begin until the Project Acceptance, and Commissioning have being completed. (As long as the two conditions are completed regardless of order Warranty may start).

The point that some devices or portion of the project may be powered up for testing, training, burn in debug or for other purpose, prior to the execution of the acceptance test Proponent shall not imply that acceptance or legal ownership by City of Atlanta.

The Warranty coverage inception will begin once Proponent has provide the following for the Project System Acceptance

- All test report and certifications
- Updated warranty matrix for all products provided under project scope of work
- Punched listed cleared and completed signed-off from City Program Manager
- Final Design Drawing submitted on CD/DVD to the City Program Manager

## 9. Training

Proponent shall provide and conduct training courses for City Technical Staff and APD Users for the maintenance and operation of the Systems as specified under the Project Scope of Work.

Training should provide a comprehensive manual for use during and after sessions to ensure notes and comments are capture by City Technical Staff and APD Users. Training should include step-by-step procedures to be followed to complete troubleshooting awareness of the problems or issues with Wireless Mesh network and LAN implementation.

## 10. Project Management

The selected proponent shall provide and maintain a project manager in the city of Atlanta to be the primary point of contact for the duration of the project and will be responsible for the ongoing support and maintenance of Wireless MESH Network, LAN installation and System Integration. Any change to the Project Manager must first be approved by City of Atlanta Police Department, Department of Information Technology and Atlanta Police Foundation.

#### 10.1. Project Team

Selected Proponent must include with their submitted proposal a detailed listing of the project team members and their experience, qualifications, proposed project roles and responsibilities.

Sub-proponents will be required to provide two verifiable customer references with similar environment to City. The primary contractor is responsible for providing complete reference information for any and all sub-proponent's work.

The primary proponent shall be responsible for the timely delivery of all services to be provided in response to this proposal, regardless of sub-proponent work.

The primary proponent Project Manager shall be responsible to identifying and hold City harmless from any claims, expenses, costs or charges of any kind what so ever brought or made by any sub-proponent arising either directly or indirectly as a result of out-of-scope project tasks.

## 10.2. Status Reports

The selected proponent project manager shall provide to City Project Manager a weekly written (email) status report updating the Project Scope of Work and Project Plan.

The selected Project Manager will shall provide City Program Manager monthly status reports which consist of completed tasks, updated schedule, change orders, if applicable, and budget.

## 10.3. Architectural/Engineering Requirements

The selected proponent shall be responsible for identification of required CCTV Mesh Network cameras, nodes, and radio repeaters locations and mapping graphics. The proponent details for exact locations of network capability and network performance.

If directed by the City Project Manager, the proponent shall, without any extra charge, make reasonable modifications in the layout in order to prevent conflict with work of other trades, and for proper installation of equipment and scope. Where conflict occurs between drawings and

network specifications, the item or arrangement of better quality, greater quantity or highest cost shall be included in the contract price.

#### 10.4. Work Schedule & Hours

The schedule of installation shall be coordinated with the City Project Manager's overall work schedule. The time line to substantial completion shall be published and updated periodically by the Project Manager. The proponent is expected to adhere to the expected schedule in and around occupied work areas, work to complete in high traffic area APD will provide patrolman.

#### 10.5. Materials Receipt and Storage

Under no circumstances should materials be sent directly to the City job facility to the attention of any City associate. The proponent is responsible for receipt of all job related materials. Materials can be shipped to the City facilities but need to be directed to the attention of the proponent company and a representative must be onsite to receive goods. All deliveries made to City on behave of the proponent will be refused and if prior arrangement has not been provided.

#### 10.6. Exclusions

The selected proponent will be required to provide the following for the Closed Circuit Television System.

- Layout Maps of equipment installation
- Wireless Wide Area Network Coverage
- Recording information under software intergradations support of new and added equipment

## 10.7. Ongoing Support Services

The selected proponent will be required to provide ongoing customer service after initial delivery of services outlined as project requirements in addition to providing maintenance support of Wireless Mesh, LAN network and CCTV equipment, system integration.

Each submitting proponent is required to provide documentation that presents an overview of its support services organization and its ability to provide post project delivery of any adds, moves, and changes.

The following items should also be included in that documentation:

- Hours of response
- Hourly labor rates, on and off hours
- Any additional related fees and/or service plans
- Detailed materials cost breakdown

## 11. Proposal Submission, Schedule, and Response Format

Those products selected by the City shall be independently verified under Operation Shield Selected Product and Manufacturer from their distribution inventory of Anixter Corporation. Proponents are required to submit detailed material cost breakdowns for each of the following

categories using the supplied format below for  $\underline{\textbf{EACH}}$  Zone locations as well as costing for the  $\underline{\textbf{Collected}}$  Program.

## **EXHIBIT A.1**

## **Cost Proposal**

### **PARTI**

0TV	**=0	D. D. T. "	DEGODIDATON	LINIT DDICE	EXTENDED
QTY	MFG	PART#	DESCRIPTION	<u>UNIT PRICE</u>	PRICE
7, 122, 273 1/23 1/35 1/3			WWAN Mesh Integration		mariyang i Maraya ayan kasal ise-27112.
			Network Design Engineering and Site Development equipment and services		
			Mesh Radio, Nodes and Cable Plant Support		
			equipment installation		
			Cameras Kit and Enclosure Kit Support hardware installation		
			·	Subtotal	
	iniski otseleda egen	ese moderni de la come de la come La come de la come de	LAN Integration		
			LAN Cable Plant and Network Kit Integration		
			NVR workstation Mesh and LAN equipment		
			Integration		
				Subtotal	
1001421110210167021101010			WAN Integration		(150, 250, 151, 151, 151, 151, 151, 151, 151, 1
			Precinct LAN / WAN Equipment and Software		
			Integration		
			Certification Test equipment rental and services		
				Subtotal	
			anti en la propieta de la		
		Government (* 1865) State of the late of the state of the	System Integration Services		
			Network Design Implementation		
			Testing Certification		
				Subtotal	
Transport Control of the Control of			Miscellaneous		
			Lifts and Trucks		
			Warranty and Network Call Support		
				Subtotal	
				TOTAL	

## **EXHIBIT A.1**

## **Labor Costs**

## Part II

Proponents are required to submit labor cost summary, including estimated hours, for each of the following categories using the supplied format:

EST. HOURS	DESCRIPTION		LABOR COST
avanto lana vallent Dane I Sa	WWAN Mesh Integration		
	Network Design Engineering Site Development		
	Mesh Radio and Support equipment installation		
	Cameras and Support hardware installation		
		Subtotal	
alumantoanfaurakaliran	LAN Integration		
	LAN Cable Plant and Network Integration		
	NVR workstation integration and setup to Mesh		
		Subtotal	
	WAN Integration		ar al de la compania de la compania Compania de la compania de la compa
	Site Development and network Engineering		
	System WAN Configuration Design and Engineering		
		Subtotal	
	System Integration Services		a varia del manistra del di Proprio Sala del Maria del del
	Project Management		
	System Engineering and Implementation		
		Subtotal	
	Miscellaneous		
	Certification & Training Support	, v v	
		Subtotal	
		TOTAL	

#### 12. Definition/Abbreviation

The following general definitions shall apply:

Client / Owner City of Atlanta

APD Atlanta police Department
APF Atlanta Police Foundation

DIT Department of Information Technology

PM Project Manager

Proponent Awarded Proposalder
Unless otherwise stated material, equipment, or

submitted documentation to Owner or Owner

Approved Representatives

AVI Audio Video Interleave

Prospective companies approved to submit proposalder proposal design and cost respond document

CCTV Closed Circuit Television
CPU Central Processing Unit

DHCP Dynamic Host Control Protocol
DVMS Digital Video Management System

Digital Video Management System

Where used in the connection with installation of

wire, cable, piping, or conduit visible or not

Exposed connected

fps Frame per Seconds

Furnish Supply and deliver materials

GB Gigibyte
H.264 Video Codec

HD High Definition resolution (800x600 or 1200x720

JPEG Joint Photographic Expert Group

LAN Local Area Network

MM Multimode
MJPEG Motion JPEG

MPEG Motion Picture Expert Group

MPEG2 Video Codec MOEG4 Video Codec

NAS Network Attached Storage
NVR Network Video Recorder
OS Operating Systems

Provide Furnish and Install PC personal Computer

PDA Personal Digital Assistant
PZT PAN, TILIT, and ZOOM

SCSI Small Computer System Interface
SD Standard Definition resolution

TB Terabyte

TCP/IP Transmission Control Protocol / internet Protocol

TDP Technical Data Package

UL Underwriters Laboratory

UPS Uninterruptible Power Supply

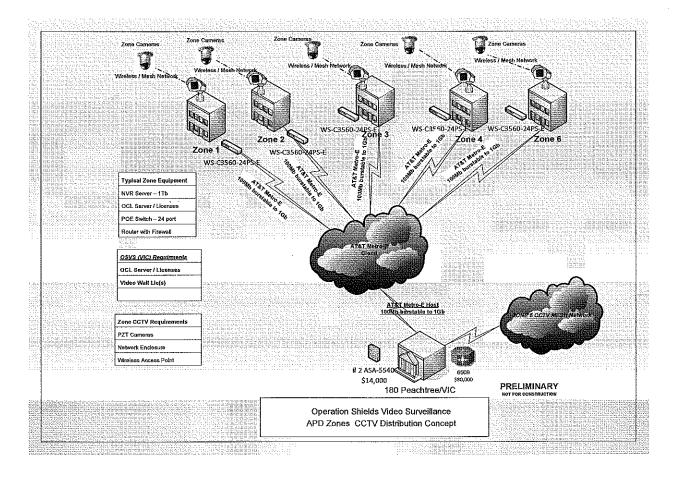
UTP Unshielded Twisted Pair

VGA Video Graphic Array

VPN Virtual Private Network
WAN Wide Area network

## 13. EXHIBITS

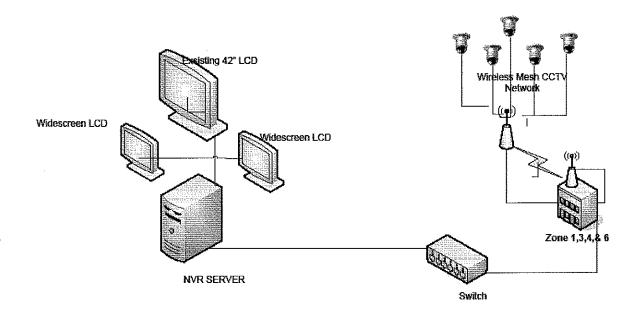
## 14.1 Proposed WIDE AREA Network Design



## Proposed LAN Precinct (Zone) Layout

Proposed Zone Cammand Station (NVR) Integration

14.2



## EXHIBIT B DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"City Security Policies" means the policies set forth in Exhibit D.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"<u>Facility</u>" or "<u>Facilities</u>" means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or "Parties" means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

# EXHIBIT C AUTHORIZING LEGISLATION

## EXHIBIT D CITY SECURITY POLICIES

## TO BE INCLUDED WITH THE AGREEMENT

## EXHIBIT E DISPUTE RESOLUTION PROCEDURES

- 1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
- 2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
- 3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

## APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



## CITY OF ATLANTA

Kasim Reed Mayor SUITE 1700 55 TRINITY AVENUE, SW ATLANTA, GA 30303 (404) 330-6010 Fax: (404) 658-7359 Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

04/09/2012

RE: Project No.: FC# 5870 - Operation Shield Video Surveillance Program

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <a href="http://ecfr.gpoaccess.gov">http://ecfr.gpoaccess.gov</a> and choosing "Title 13-Business and Credit" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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#### CITY OF ATLANTA

#### SMALL BUSINESS ENTERPRISE

#### POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

### **Implementation of SBE Policy**

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include <u>all</u> subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the <u>City of Atlanta</u> SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include <u>all</u> suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the <u>City of Atlanta</u> SBE or other acceptable certification number, and supplier id number

### **Determination of Good Faith Efforts During Bid Process**

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

- 1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.
- 2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
- 3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the proponent's bid submission.

### **OCC Review of Bidder Submissions**

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

### Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. All subcontractors that a prime proponent is seeking to receive participation credit for, must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

### **Monitoring Of SBE Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance

The City of Atlanta will keep a running tally of actual gross receipts attributed to the SBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to SBEs if applicable. The audit will review payments to

SBE subcontractors to ensure that the actual amount paid to SBE subcontractors equals or exceeds the dollar amounts stated in the schedule of SBE participation.

### First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Deborah Lum Manager, One Stop Services First Source Jobs Program Atlanta Workforce Development Agency 818 Pollard Boulevard Atlanta, GA 30315 (404) 658-6312

### Small Business Enterprise Goals for this Project

Project No.: FC# 5870 - Operation Shield Video Surveillance Program

The Small Business Enterprise goals for the trade categories listed in this project are:

### 35.0% SBE

Participation percentage shall be calculated by measuring the dollar value of **COA certified** SBE sub consultant work performed in the areas inclusive of but not limited to system integration services, system design, materials supply, installation, and training (in any combination) against the total contract dollar value paid to the prime proponent. Subcontractor participation must be contemplated throughout the life of the contract agreement.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

### **Small Business Enterprise Program Reminders**

- 1. <u>Subcontractor Certification.</u> It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm. All subcontractors that a prime proponent is seeking to receive participation credit for, must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date.
- 2. <u>Reporting.</u> The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
- 3. <u>Subcontractor Contact Form.</u> It is <u>required</u> that bidders list and submit information on <u>all</u> subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
- 4. <u>SBE Ordinance</u>. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
- 5. <u>Supplier Participation.</u> In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

### **COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party		
Title of Attesting Party	<u> </u>	
On this day of person who signed the above of	, 20, before me appearedcovenant in my presence.	, the
Notary Public	·	
Seal		

FORM SBE-1

## SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

Results of Contact					
Certification No. and Expiration Date					
Business Ownership (see code below)					
Type of Work Solicited for			-		
City Of Atlanta Business License? (Yes or No)					
Contact Name, Address and Phone Number					
Name of Sub- contractor/ Supplier					

## FORM SBE-2 (Page 1 of 2)

Results of Contact				
Certification No. and Expiration Date				
Business Ownership (see code below)				
Type of Work Solicited for				
City Of Atlanta Business License? (Yes or No)		 		
Contact Name, Address and Phone Number				
Name of Sub- contractor/ Supplier			-	

Business Ownership Code: SBE - Small Business Enterprise,

Project Name:	Date:
ompany Name:	ignature:

(Please Print Signature)
\*\*\*Note: COA M/FBE certification or DBE Certification does not count for SBE program goals. Firms Must Be Certified as SBE By COA OCC

### FORM SBE-2 (Page 2 of 2)

# EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Percentage (%) of Total Bid Amount			•		1
Dollar (\$) Value of Work and Scope of Work					Total SBE%
SBE Certification No. and Expiration Date	·				Tota ontractors' current
Ethnicity of SBE Ownership					de copies of subc
Type of Work to be Performed					ents must provi
NIAC Code					fs. Propon
City of Atlanta Business License? (yes or no)					r SBE projec
Contact Name, Address and Phone Number					Total SBE% Test or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors' current certification)
Name of Sub- contractor/ Supplier		1			or HBO or

Proponent's Co. Name:       Project Name:       FC#:         Proponent's Contact Number:       Signature:       Date:	(***Note EBO or DBE certification does not qualify for SBE projects. P	1 otal SBE%0SBE projects. Proponents must provide copies of subcontractors' current certification)	l otal SBE% urent certification)
Signature: (Please Print)	Proponent's Co. Name:	Project Name:	FC#:
	Proponent's Contact Number:	Signature: (Please Print)	Date:

### FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Deborah Lum of the Atlanta Workforce Development Agency at (404) 658-6312. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

### FIRST SOURCE JOBS INFORMATION FORM

Company Name:
FC Number:
Project Name:
The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:
1.
2.
3.
4.
5.
Include a job description and all required qualifications for each position listed above.
Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.
Company Representative:
Phone:

FORM 4

### THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_ day of , 201 . This The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions: The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program. The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program. The contractor shall make good faith effort to reach the goal of this employment agreement. Details as to the number and description of each entry level job must me provided with the The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program. The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement. Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance: The City of Atlanta may withhold payment from the contractor. The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project. The City of Atlanta may cancel the eligible project. All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005. The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Contractor

### APPENDIX B; INSURANCE AND BONDING REQUIREMENTS

### FC-5870, OPERATION SHIELD VIDEO SURVEILLANCE PROGRAM

### APPENDIX B INSURANCE & BONDING REQUIREMENTS Operation Shield Video Surveillance Program

### A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.

### 1. <u>Evidence of Insurance Required Before Work Begins</u>

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

### 2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-.
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

### 3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

### 4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management 68 Mitchell St. Suite 9100 Atlanta, GA 30303 Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

### 5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements

may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

### 6. Certificate Holder

The City of Atlanta must be named as certificate holder. All notices must be mailed to the attention of Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.

### 7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

### 8. Additional Insured Endorsements

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance be primary with respect to the Additional must Contractor/Consultant must submit to City an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.

### 9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

### 10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

### 11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

### B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.:

Workers' Compensation. . . . . . . Statutory

Employer's Liability:

Bodily Injury by Accident/Disease

\$1,000,000 each accident \$1,000,000 each employee

Bodily Injury by Accident/Disease Bodily Injury by Accident/Disease

\$1,000,000 policy limit

### C. <u>Commercial General Liability Insurance</u>

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. The following indicated extensions of coverage must be provided:

Broad Form Property Damage

Premises Operations

Personal Injury

Independent Contractor/Consultants/SubContractor/Consultants

Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)

Waiver of Subrogation in favor of the City of Atlanta

### D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles

Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

### E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

### F. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

### G. Network Security and Privacy Policy or Equivalent

Contractor/Consultant shall procure and maintain a Network Privacy and Security Policy in an amount not less than \$5,000,000, covering at a minimum:

- Damages arising from a failure of computer security, or a wrongful release of private information
- Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident

A copy of the endorsement naming the City of Atlanta as an Additional Insured must be submitted along with the certificate of insurance.

**End of Document** 

### APPENDIX C;

### S.A.V.E AND GEORGIA SECURITY IMMIGRATION COMPLIANCE FORMS



### S.A.V.E. FORM CITY OF ATLANTA AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT SUBMITTED TO DEPARTMENT OF PROCUREMENT

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

the following with respect to my application for a C	ity of Atlanta public benefit:
For: [Name of natural person applying on behalf of indicate other private entity]	ividual, business, corporation, partnership, or
I am a United States  OR  2)  I am a legal permanent resoluterwise qualified alien or non-immigrant under  18 years of age or older and lawfully present in  provide their Alien Registration Number be	sident 18 years of age or older or I am an the Federal Immigration and Nationality Act the United States.* <b>All non-citizens must</b>
In making the above representation under of knowingly and willfully makes a false, f representation in an affidavit shall be guilty of the Official Code of Georgia.	ictitious, or fraudulent statement or
	Signature of Applicant: Date:
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 20	Printed Name:
NOTARY PUBLIC	*
My commission expires:	Alien Registration number for non-citizens
*Note: O.C.G.A. § 50-36-1(e)(2) requires that Nationality Act, Title 8 U.S.C., as amended, providegal permanent residents are included in the feresidents must also provide their alien registration alien registration number may supply another iden	ide their alien registration number. Because ederal definition of "alien," legal permanent number. Qualified aliens that do not have an

### Appendix C. Illegal Immigration Reform and Enforcement Act Forms

### INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

- 1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.
- 2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
- 3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

<u>Example 1</u>, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

<u>Example 2</u>, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

- 4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
- 5. All Contractor Affidavits must be duly notarized.
- 6. All Contractor Affidavits must be submitted with proposal/bid package.
- 7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	Date of Authori	zation
Name of Contractor:		
Name of Project:		
Name of Public Employer: <u>City of Atlanta</u>		
I hereby declare under penalty of perjury that the forgoin	ng is true and correct	
Executed on,, 20 in	(city),	(state)
Signature of Authorized Officer or Agent		
Printed name and Title of Authorized Officer or Agent		
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE, DAY OF, 201		
NOTARY PUBLIC My Commission Expires:		

### Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which
engaged in the physical performance of services under a contract with
( (name of contractor)) on behalf of the City of
Atlanta has registered with, is authorized to use and uses the federal work authorization program
commonly known as E-Verify, or any subsequent replacement program, in accordance with the
applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the
undersigned subcontractor will continue to use the federal work authorization program
throughout the contract period and the undersigned subcontractor will contract for the physics
performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10
91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of a
affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the
undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor
that has contracted with a sub-subcontractor to forward, within five business days of receipt,
copy of such notice to the contractor. Subcontractor hereby attests that its federal wor
authorization user identification number and date of authorization are as follows:
Federal Work Authorization User Identification Number  Date of Authorization
Name of Subcontractor:
Name of Project:
Name of Public Employer: City of Atlanta
Name of I done Employer. City of Adama
I hereby declare under penalty of perjury that the forgoing is true and correct.
Executed on,, 20 in (city), (state
(,)
Signature of Authorized Officer or Agent
Printed name and Title of Authorized Officer or Agent
Timed hame and Thie of Additionzed Officer of Agent
SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE, DAY OF, 201
NOTA DV BUDLIC
NOTARY PUBLIC My Commission Expires:
THE CONTINUOUS LANGUED.

### Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

with O.C.G.A. §13-10-	nis amdavit, the 91, stating affirm	_			_	
engaged in the	physical perfo	rmance of	services	under a	contract	for
subcontractor with			(name of	subcontrac	ctor or s	sub-
subcontractor with	whom such s	ub-subcontrac	tor has j	privity of	contract))	and
(	* , * *,1 *	.1 1 1 .	(name of o	contractor)) of	n behalf of	the
City of Atlanta has reg	istered with, is at	ithorized to us	se and uses t	he federal wo	rk authoriza	tion
program commonly kn						
with the applicable pro						
the undersigned sub-su						
throughout the contract	~	_				
physical performance of				•		
who present an affiday						
§13-10-91(b). The und						
affidavit to (sub-subcontractor with	whom such sub-s	uhcontractor	hae <del>privity</del> o	_ (name or s f contract)) /	Additionally	the
undersigned sub-subco	ntractor will forv	vard notice of	the receipt	of any affida	vit from a s	une -his
_				•		
subcontractor to (or sub-subcontractor	with whom such	ı sub-subcont	tractor has	privity of co	ontract)) S	liih-
subcontractor hereby a						
date of authorization ar		orar work aut			1011 1101110 01	
	<b>- 1</b> ,5 101105.					
			_			
Federal Work Authoriz	ation User Identif	ication Numb	er	Date of Author	rızatıon	
Name of Contractor: _						
Name of Project:						
Name of Public Employ	yer: <u>City of A</u> t	tlanta				
T1	T. e •	43 4 43 6			-A	
I hereby declare unde	r penaity of perj	ury that the I	orgoing is ti	rue and corre	CE.	
Executed on	,, 20	in		(city),	(sta	ıte)
				(*********************************		,
Signature of Authorized	1 Officer or Agent	t				
Printed name and Title	of Authorized Of	figer or A gent				
Timed hame and The	of Addioi12cd Of	ncer of Agent				
SUBSCRIBED AND S	WORN BEFORE	3				
ME ON THIS THE						
•						
NOTARY PUBLIC						